



\* 2 0 1 0 R - 1 4 1 7 1 1 6 \*

**2010R-14171**

REGISTER OF DEEDS  
WYANDOTTE COUNTY, KS

RECORDED ON

11/02/2010 01:28:38PM

REC FEE: 36.00

TECHNOLOGY FEE: 32.00

PAGES: 16

Bk:5725 Pg:370 384A

**COVER PAGE  
FOR RECORDING PURPOSE ONLY**

Title of Document:	Environmental Use Control Agreement
Date of Document:	December 16, 2009
Grantor:	Kansas Department of Health and Environment
Grantee:	BNSF Railway Company
Grantee's Address:	c/o Lathrop & Gage LLP 2345 Grand Blvd., Suite 2200 Kansas City, MO 64108 Attention: Allison Bergman
Legal Description of Property:	See Exhibit "B" attached.

## **ENVIRONMENTAL USE CONTROL AGREEMENT**

---

The **BNSF Railway Company**, a Delaware corporation, registered in Kansas, formerly known as the Atchison, Topeka, and Santa Fe Railway Company (AT&SF), having a mailing address of 2500 Lou Menk Drive, Fort Worth, TX 76161, hereinafter referred to as "the Owner", is the owner of real property in the County of Wyandotte Kansas, as shown on the map attached hereto as Exhibit A, known as the AT&SF – Morris Site, hereinafter referred to as "the Property", and more particularly described by the legal description provided in Exhibit B which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as "KDHE", to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 2007 Supp. 65-1,221 *et seq.*

KDHE has approved the Owner's application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

The conditions at the Property as of the date of KDHE's approval of the application are as follows:

**The Property described above is the location of a former railcar cleaning and storage site operated by AT&SF, a predecessor of the Owner. AT&SF also used the Property as a disposal site for waste materials that were buried in trenches. Items that have been excavated at the Property include, but are not limited to, drums, whole railcars, construction debris, railroad ties, and tires. Several classes of hazardous compounds have been detected at the Property including total petroleum hydrocarbons – diesel range organics (TPH-DROs), total petroleum hydrocarbons – gasoline range organics (TPH-GROs), volatile organic compounds (VOCs), semi-volatile organics (SVOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs) and metals.**

**On December 7, 1994, a consent order (Case No. 94-E-0311) to conduct a Comprehensive Investigation (CI) and Corrective Action Study (CAS) was executed between KDHE and AT&SF. The 1997-1998 CI was completed in four phases and included characterization and disposal of tires, drums, and railroad ties. The CI/CAS identified four areas, designated as Areas A, B, C and D, that were targeted for further investigation to identify waste materials and collect**

samples for characterization; these areas are depicted on Exhibit A. Results of the CI indicated that concentrations of numerous constituents detected in soil at Areas A, B and D exceeded the Non-Residential Tier 2 soil pathway or Non-Residential Tier 2 soil to groundwater pathway screening values established in the *Risk-Based Standards for Kansas RSK Manual – 4th Version*. Groundwater sampling results at the site during the CI indicated that concentrations of VOCs, TPH-DROs, TPH-GROs and metals exceeded the applicable RSK Residential Tier 2 groundwater pathway values. Several interim corrective action measures were completed at the Property including excavation of railroad ties in 1999 from three locations within or near Area A. Excavation of petroleum contaminated soils and buried waste material was also completed in 2003 at the Area D Pond. During the Area D excavation activities, it was determined that petroleum contaminated soil extended below the water table and cleanup goals could not be attained; therefore, a passive venting system was installed in the excavation prior to backfilling to enhance the aerobic degradation of the petroleum contaminated soils and groundwater.

Based on the information contained in the CAS/CI, an amended consent order (Case No. 94-E-0311) was executed between KDHE and the Owner on August 29, 2005 to require a Corrective Action Plan (CAP) and Corrective Action (CA) for the Property. The CAP/CA was prepared in accordance with the Corrective Action Decision (CAD), issued by KDHE on September 8, 2005. Corrective actions required by the CAD were conducted between October 2006 and February 2007 and included excavation and off-site disposal of affected soils within the impacted portions of Areas A and B, abandonment of seven temporary monitoring wells and installation of five permanent monitoring wells. Other requirements of the CAD include maintenance of the passive vent system at Area D, implementation of an Environmental Use Controls (EUC) agreement and groundwater monitoring of Areas A, B and D. The current groundwater monitoring program also includes sampling of wells within the Johnson County Water District #1 well field, located along the northeastern site boundary. Based on the CAS/CI findings, additional corrective action was not required by the CAD for Area C.

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 2007 Supp. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 2007 Supp. 65-1,227(b); and is

enforceable by KDHE pursuant to K.S.A. 2007 Supp. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the current Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Wyandotte County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

**RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:**

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park.
- B. The Property shall not be used for any agricultural purpose of any type including, but not limited to, growing dry-land crops or irrigated crops, livestock grazing, pasturing, haying, ranching, or any other activities which may disturb the underlying residual contamination remaining on the Property.
- C. The Owner shall not allow water wells to be drilled, constructed, or used on the Property for the purposes of domestic, lawn and gardening, or other means, which use involves or may involve human consumption and/or other possible human contact uses. This restriction does not prohibit drilling, construction or use of water wells for the purpose of containing product or contamination, or for contaminated ground water recovery, monitoring, or other remediation activities as approved in writing by KDHE.
- D. The Owner shall not file or petition to initiate re-zoning of the Property without fifteen (15) days prior notification to KDHE.
- E. Contractors and/or other workers performing any excavation activities on the Property, prior to such activities, shall be informed by the Owner of the potential hazards associated with the direct contact and/or transport of any potentially contaminated and/or hazardous soil or other material from the Property. Contractors and/or workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.

- F. Soils at the Property shall not be excavated or otherwise disturbed in any manner unless prior authorization is granted in writing by KDHE.
- G. KDHE may require sampling of soils prior to any excavation activities. Based on the potential hazards associated with the soil disturbance activities, KDHE may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur on the Property.
- H. Any soils excavated from the Property must be tested prior to excavation following a KDHE-approved scope of work to determine the proper method of disposal. KDHE shall be provided with notification fifteen (15) calendar days prior to any excavation activities.
- I. The Owner shall preserve, protect and replace, as necessary, all permanent survey markers and benchmarks and all environmental monitoring stations that may be installed on the Property.
- J. The Owner shall consult with KDHE during planning of any improvement to the Property and shall obtain prior written approval from KDHE before undertaking any of the following:
  - 1. Performing work on any monitoring devices or systems on the Property except for emergency maintenance, in which case KDHE shall be notified of such maintenance as soon as is practicable, and except for routine maintenance;
  - 2. Constructing any improvements on the Property;
  - 3. Undertaking any excavation or construction of permanent structures or drainage ditches on the Property;
  - 4. Changing the surface contour of the Property or performing dirt work thereon;
  - 5. Altering the vegetation grown on the Property in a manner inconsistent with routine management practices;
  - 6. Producing food chain crops on the Property; or
  - 7. Removing any security fencing, signs or devices installed to restrict public access to the Property.

8. The Owner shall not allow buildings or other structures to be constructed on the Property except with prior written authorization by KDHE.
- K. The Owner shall restrict public access to the Property through posting of signs, fences, or by other physical structures or notices.

**LOCAL ORDINANCES AND ZONING:**

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

**The Property is currently zoned A-G Agricultural District by the Planning and Zoning Department of the Unified Government of Wyandotte County and Kansas City, Kansas.**

**ACCESS:**

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting the ground surface cover and any remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or
5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

**FUNDING:**

The Owner hereby agrees to submit to KDHE a one-time payment of \$10,000 to compensate KDHE for costs incurred to perform inspections and tracking of the terms and requirements of this Agreement. The Owner acknowledges that the funding requirement for this

Agreement is based on the size of the Property, physical properties of residual contamination, frequency of KDHE's anticipated inspections, and anticipated KDHE inspection costs.

#### **DURATION:**

The Owner hereby agrees that this Agreement extends in perpetuity, unless and/or until removal following approval by KDHE pursuant to K.S.A. 2007 Supp. 65-1,227, to ensure the future protection of human health and the environment.

#### **MONITORING AND INSPECTION REQUIREMENTS:**

The Owner shall visually inspect the Property to ensure that all requirements outlined in the terms of this Agreement are being fulfilled. An inspection must be performed for all areas affected by past and present operations at the Property including areas modified to improve the surface water drainage system. Inspections shall assess the ground surface cover noting evidence of settlement, subsidence, erosion, widening of cracks or other openings, soil staining, standing water, lack of vegetation, or any other condition that indicates a disturbance of the ground surface or condition that may potentially expose the residual contamination at the Property. The initial inspection shall be coordinated with KDHE and occur within ninety (90) days of the recording of this Agreement. Subsequent inspections shall be performed within the same month as established on the initial inspection and shall be completed on an annual basis for the first three (3) years of this Agreement, and once every three (3) years thereafter. The Owner shall notify KDHE once the inspections have been scheduled, and shall provide the notification at least seven days prior to these activities.

The Owner shall submit to KDHE a written report documenting the observations and all other findings of the Property inspection. The written report is due thirty (30) days from the date that the inspection has been completed. The report shall include information on current uses of the Property, photo documentation and any other information required to verify the terms of this Agreement are being fulfilled. The reports shall be submitted on an annual basis for the first three (3) years of this Agreement, and once every three (3) years thereafter.

The Owner may submit and the KDHE shall consider modifications of the frequency of inspection and reporting if warranted by technical data. Written approval from KDHE must be obtained for modification of the requirements of this Agreement.

The Owner shall perform groundwater sampling on a semi-annual basis in accordance with the monitoring program currently approved by KDHE.

#### **MAINTENANCE REQUIREMENTS:**

The Owner hereby agrees to provide post-construction maintenance of the Property to prevent exposure to human health and the environment. Maintenance requirements include,

**DOCUMENT****NUMBER: 07-EUC-0019****PROJECT****NUMBER: C4-105-03026****PROPERTY****CATEGORY: 2**

but are not limited to, inspection, mowing, weed control, fence and gate repair, and restoration of the ground surface cover. Repairs to the ground surface cover may include addition of soil and re-seeding of vegetation as necessary to correct the effects of settlement, subsidence, erosion, or other events which may provide potential exposure to contaminated soils or potential migration of contaminated soils.

**OTHER TERMS AND CONDITIONS:**

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer.

Within fifteen (15) days of real property conveyance, the Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 2007 Supp. 65-1,227(e).

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

This Agreement may be modified by mutual written agreement by the Owner and KDHE. Within thirty (30) calendar days of executing an amendment, modification, or termination of this Agreement, the Owner shall record such amendment, modification, or termination with the Wyandotte County Register of Deeds, and within thirty (30) calendar days thereafter, the Owner shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

**ENFORCEABILITY:**

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 2007 Supp. 65-1,229, including:



- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

**EFFECTIVE DATE OF AGREEMENT:**

The Owner shall provide to KDHE a copy of this Agreement bearing the seal or notarization of the Register of Deeds in Wyandotte County within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

The Owner shall provide KDHE with funding as determined by KDHE in accordance with K.S.A. 2007 Supp. 65-1,226 within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.

**DOCUMENT**  
**NUMBER: 07-EUC-0019**

**PROJECT**  
**NUMBER: C4-105-03026**

**PROPERTY**  
**CATEGORY: 2**

IN WITNESS WHEREOF, KDHE and the Owner have entered into and executed this Environmental Use Control Agreement through their duly authorized representatives as of this 5th day of November, 2009.

**Kansas Department of Health and Environment**

By: [Signature]  
Roderick L. Bremby, Secretary

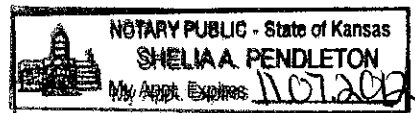
**ACKNOWLEDGMENT:**

STATE OF KANSAS       )  
  )ss:  
COUNTY OF SHAWNEE   )

BE IT REMEMBERED, on this 5th day of November, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roderick L. Bremby, Secretary and authorized representative of KDHE, who is personally known to be such person who executed the above document on behalf of said Agency, and such person duly acknowledges the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Shawnee County, Kansas, the day and year last written above.

[Signature]  
Notary Public in and for said County and State



My Term Expires: 11/07/2012

DOCUMENT  
NUMBER: 07-EUC-0019

PROJECT  
NUMBER: C4-105-03026

PROPERTY  
CATEGORY: 2

BNSF Railway Company

By: JM

Date: 12-16-09

Print Name: JUDITH M. McDONOUGH

Title: M&R ENVIR REMEDIATION

ACKNOWLEDGMENT:

STATE OF Kansas )  
 )ss:  
COUNTY OF Wyandotte

BE IT REMEMBERED, on this 16 day of December, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Judith McDonough authorized representative of BNSF Railway Company, who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledges the execution of the same to be his/her act and deed.

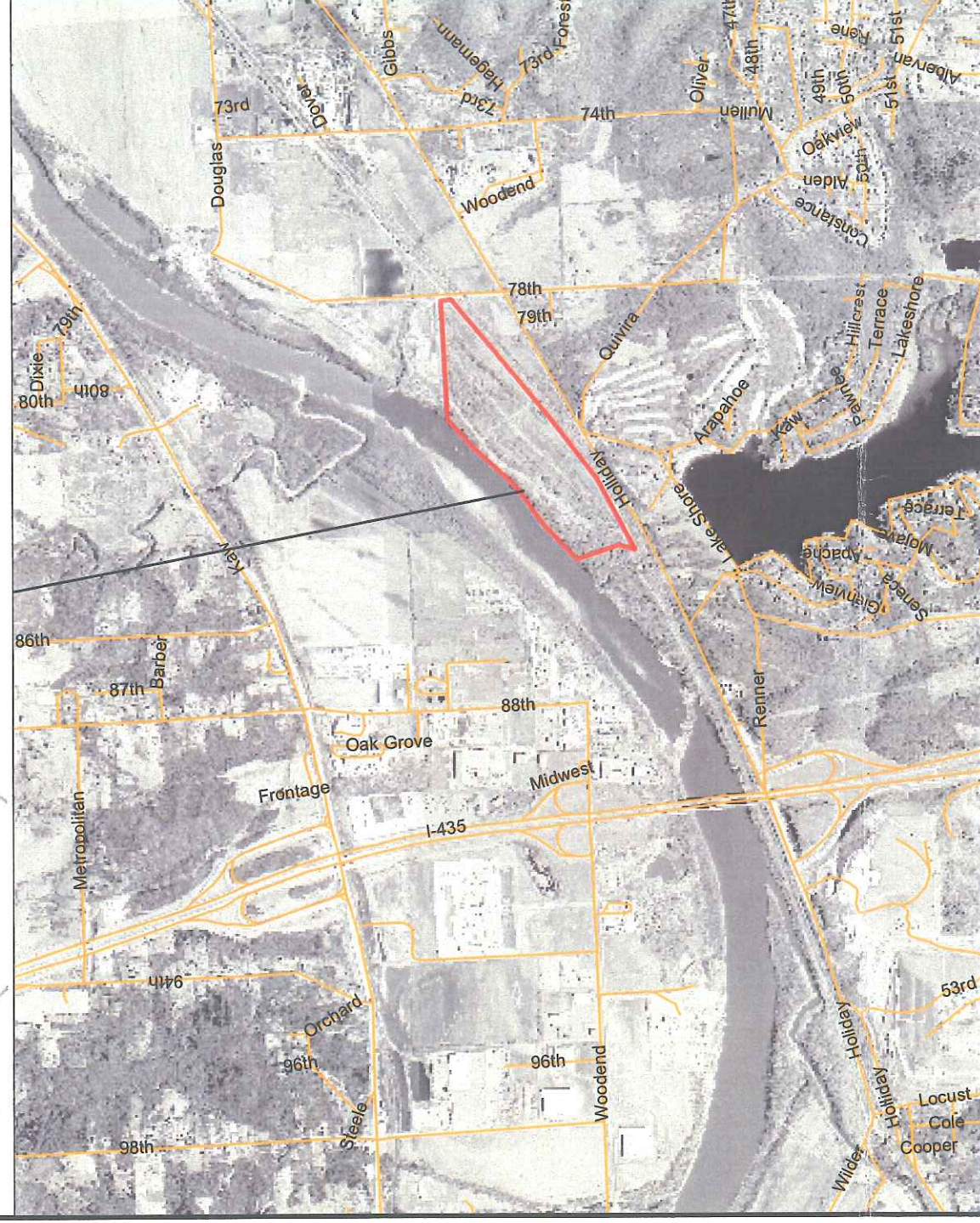
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wyandotte County, Kansas, the day and year last written above.

Lori E. Gilmore  
Notary Public in and for said County and State

LORI E. GILMORE  
NOTARY PUBLIC  
STATE OF KANSAS  
My Exp. Exp. 3-11-2013

My Term Expires: March 11, 2013





## EXHIBIT A

- AT&SF - Morris Site  
Kansas City, Kansas  
07-EUC-0019

---

**DOCUMENT**  
**NUMBER: 07-EUC-0019**

**PROJECT**  
**NUMBER: C4-105-03026**

**PROPERTY**  
**CATEGORY: 2**

---

## **AT&SF – MORRIS SITE**

### **EXHIBIT B**

32-11-24  
486

030128

(First published MAR 03 2004)

#2735

ORDINANCE NO. 10-15-04

**AN ORDINANCE** rezoning property hereinafter described, located at approximately 2400 South 78<sup>th</sup> Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture District.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF  
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS, AS FOLLOWS:

Section 1. It is hereby found and determined that a petition was filed on July 11, 2003, by the owners of property to have the zoning of said property changed from its present zoning of R-1 Single Family District to A-G Agriculture District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

All that portion of the West half of Section 32 in Township 11 South, Range 24 East of the 6<sup>th</sup> Principal Meridian, in Wyandotte County, Kansas, described as follows: Commencing at the Northeast Corner of said Section 32; thence Southerly along the East line of said Section 32 to a point on a line that is 660' Southerly of normally distant from and parallel with the North line of said Section 32; said point being the true point of beginning; thence continuing Southerly along said East line of said Section 32, South 00 degrees 35' 37" West, 138.40' to a line which lies 50' Northwesterly of normally distant from and parallel and concentric with the centerline of the main track of the Atchison, Topeka and Santa Fe Railway Company (predecessor in interest to the Burlington Northern Santa Fe Railway Company) as it currently exists; thence Southwesterly along said parallel and concentric line South 54 degrees 23' 39" West 3,138.47' to a 5,226.60' radius curve, concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 14 degrees 55' 40" a distance of 1,361.73'; thence continuing along said parallel line South 69 degrees 19' 19" West 716.52' to the centerline of Tooley Creek; thence Northwesterly along the centerline of said Tooley Creek as it currently exists North 00 degrees 46' 20" East a distance of



#2735 Ordinance  
Page 2

24.99' to the beginning of a 185.95' radius curve concave Easterly; thence Northerly along the arc of said curve through a central angle of 25 degrees 30' 24" a distance of 82.78'; thence North 26 degrees 16' 44" East 97.48' to the beginning of a 19.40' radius curve, concave Westerly; thence Northerly along the arc of said curve through a central angle of 72 degrees 05' 52" a distance of 24.41'; thence North 45 degrees 49' 07" West, 70.24'; thence North 14 degrees 25' 55" West 74.01'; thence North 03 degrees 49' 39" East 5.71'; thence North 26 degrees 49' 50" West 389.57' to the Southeasterly bank of the Kansas River; thence along said bank North 41 degrees 11' 50" East 42.56'; thence North 57 degrees 24' 57" East 7.46'; thence North 62 degrees 41' 54" East, 137.94'; North 58 degrees 00' 16" East, 18.04' to the beginning of a 1,463.48' radius curve, concave Southeasterly; thence Northeasterly along the arc of said curve through a central angle of 03 degrees 19' 48" a distance of 85.06'; thence North 61 degrees 00' 05" East 29.72'; thence North 57 degrees 21' 41" East 19.79'; thence North 54 degrees 07' 29" East 15.33'; thence North 39 degrees 35' 13" East, 21.37'; thence North 36 degrees 44' 16" East 18.82'; thence North 61 degrees 58' 33" East 50.34'; thence North 51 degrees 08' 53" East 81.67'; thence North 44 degrees 29' 01" East 88.76'; thence North 64 degrees 33' 29" East 124.96'; thence North 46 degrees 06' 37" East 55.98'; thence North 51 degrees 37' 10" East 32.30'; thence North 60 degrees 09' 22" East, 100.63'; thence North 50 degrees 51' 23" East, 44.51'; thence North 63 degrees 48' 23" East 60.03'; thence North 24 degrees 17' 57" East 106.43'; thence North 60 degrees 09' 21" East 23.96'; thence North 67 degrees 08' 32" East, 39.43'; thence North 71 degrees 16' 37" East 45.58'; thence North 51 degrees 43' 24" East 21.80'; thence North 37 degrees 31' 19" East 83.07'; thence North 41 degrees 44' 50" East 55.13'; thence North 49 degrees 12' 11" East 78.01'; thence North 39 degrees 51' 09" East 291.76'; thence North 31 degrees 56' 17" West 4.33'; thence North 39 degrees 36' 35" East 176.61' to the beginning of a 376.89' radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 22 degrees 04' 04" a distance of 145.16'; thence North 17 degrees 31' 32" East, 144.62'; thence North 38 degrees 10' 30" East 204.99'; thence North 17 degrees 44' 19" East 49.77'; thence North 39 degrees 42' 19" East, 77.66'; thence North 49 degrees 10' 52" East 41.40'; thence North 58 degrees 31' 11" East 47.56'; thence North 55 degrees 22' 17" East 18.44' to the beginning of a 130.95' radius curve, concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 26 degrees 34' 44" a distance of 60.75'; thence North 28 degrees 47' 32" East 52.96' to the beginning of a 61.97' radius curve concave Southeasterly, thence Northeasterly along the arc of said curve through a central angle of 37 degrees 54' 15" a distance of 41'; thence North 66 degrees 41' 47" East, 173.02' to the beginning of a 164.27' radius curve, concave Northwesterly; thence

#2735 Ordinance  
Page 3

Northeasterly along the arc of said curve through a central angle of 44 degrees 57' 40" a distance of 128.91'; thence North 21 degrees 44' 07" East, 115.07'; thence leaving said South bank of the Kansas River, South 88 degrees 34' 48" East 2,371.90' to the true point of beginning, area contains 117.91 acres, more or less,

be changed from its present zoning of R-1 Single Family District to A-G Agriculture District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. The Urban Planning and Land Use Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for A-G Agriculture District. Said District Map, previously incorporated by reference by Section 27-1102 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 27  
DAY OF February, 2004.

UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS

BY:

*Carol Marinovich*

CAROL MARINOVICH  
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

*Tom G. Roberts*

UNIFIED GOVERNMENT CLERK